



The Town of Hilton Head Island Regular Parks & Recreation Commission Meeting

Thursday, June 14, 2018

3:30 p.m.

Benjamin M. Racusin Council Chambers

REVISED AGENDA

As a Courtesy to Others Please Turn Off All Cell Phones and Pagers during the Meeting

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Freedom of Information Act Compliance**
Public notification of this meeting has been published, posted, and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.
4. **Approval of Minutes**
 - a. Parks & Recreation Commission Meeting of May 10, 2018
5. **Appearance by Citizens on Items Unrelated to Today's Agenda**
6. **Reports**
 - a. Island Recreation Association Update – Mr. Frank Soule
7. **Unfinished Business**
8. **New Business**
 - a. Proposed Memorandum of Understanding – Island Recreation Association
 - b. Discussion of planning for future park upgrades
9. **Park Updates**
10. **Park Commissioner Comments**
11. **Adjournment**

Please note that a quorum of Town Council may result if four (4) or more Town Council members attend this meeting.

The Town of Hilton Head Island
Regular Parks & Recreation Commission Meeting
Thursday, May 10, 2018
3:30 p.m.

Members Present: Paul Boes, Fred Lowery, Jerry Okarma, Mike Ray, Caroline Rinehart

Members Absent: Ray Kisiah, Mario Caballero

Town Staff: Marcy Benson, *Sr. Grants Administrator*; Charles Cousins, *Director Community Development*; Scott Liggett, *Director Public Projects & Facilities*; Julian Walls, *Facilities Manager*; Carolyn Grant, *Communications Director*

Other: Frank Soule, *Executive Director for Island Recreation Association*;
Frank Babel, *Bicycle Advisory Committee, Greater Island Committee*

1. Call to Order

Chairman Ray called the meeting to order at 3:30 p.m.

2. Pledge of Allegiance to the Flag

3. Freedom of Information Compliance

Public notification of this meeting has been published, posted and mailed in compliance with the Freedom of Information Act and the Town of Hilton Head Island requirements.

4. Approval of Minutes

The Parks & Recreation Commission meeting minutes of March 15, 2018 were approved as presented.

5. Appearance by Citizens on Items Unrelated to Today's Agenda – Several residents addressed the Commissioners on the need for dedicated pickleball courts. They thanked the Commissioners for sending a recommendation to Town Council supporting the creation of additional pickleball courts. Chairman Ray suggested the residents attend Town Council meetings and voice their requests.

6. Reports

- **Island Recreation Association Update.** Mr. Frank Soule presented a brief video displaying a variety of the successful programs and festivals.
- **Hilton Head Island Recreation Association FY19 Funding Request.** (*Commissioner Fred Lowery recused himself*)

Ms. Susan Hughson presented the funding request. This year's request takes into account the Association's efforts working with the Town to open a state of the art Recreation Center expansion along with the remodeling of the 31-year old current Recreation Center and the updating of the only public pool in our community.

The general fund support request to the Town is \$844,073. If approved, the Town would fund 31% of the Association's overall revenues for the operations budget in FY19. The Association's budget is built upon an operational history, along with the estimation of increased revenues and expenses with the opening of the new Recreation Center. The request also includes a new part-time position of a Therapeutic Recreation Leader to work with special needs participants.

Commissioner Okarma made a motion the Parks & Recreation Commission recommend to Town Council the approval of the Hilton Head Island Recreation Funding Request for FY19. Commissioner Boes seconded the motion. The motion passed 4-0.

- **Bike Advisory Committee Update.** Mr. Frank Babel reported on the success of the Second Annual SE Biking Symposium held in March. Mr. Babel stated the focus of the HHI Bicycle Advisory Committee for 2018 is to take actions that will enhance the February 2019 League of American Bicyclists bicycle friendly community application.

7. **Unfinished Business** - none

8. **New Business** - none

9. **Parks Updates**

Mr. Scott Liggett stated that a proposal was submitted to Beaufort County regarding maintenance of recreation facilities on Hilton Head Island. Mr. Liggett stated he has not been informed of the status of this proposal.

10. **Park Commissioner Comments** – none

11. **Adjournment**

There being no further business, the meeting adjourned at 4:20 p.m.

Respectfully submitted by Eileen Wilson

Approved by: _____
Michael Ray, Chairman

MEMORANDUM

TO: Parks and Recreation Commission

FROM: Scott Liggett, Director of Public Projects and Facilities / Chief Engineer

VIA: Brian Hulbert, Staff Attorney

DATE: June 7, 2018

RE: **Proposed Memorandum of Understanding–Island Recreation Association**

Recommendation: Staff recommends that the attached Memorandum of Understanding (MOU) and Agreement between the Town of Hilton Head Island (Town) and the Island Recreation Association, Inc. (Association) be approved for renewal and forwarded to the Public Facilities Committee and Town Council recommending that they approve them.

Summary: This Memorandum of Understanding is between the Town and the Island Recreation Association regarding the management and operation of the Hilton Head Island Recreation Center (Center), Jarvis Creek Park, Crossings Park, Shelter Cove Community Park, Coligny Park, Low Country Celebration Park, Rowing and Sailing Center, Crossings Park, Bristol Sports Arena, Barker Field Extension, Green’s Shell Park, Chaplin Community Park Tennis Courts, and Cordillo Parkway Tennis Courts. This proposed MOU would renew the relationship with the Association for another five year period.

The proposed MOU incorporates as exhibit A the separate Agreement between the Town and the Association which relates to the Association managing the Town’s parks and tennis courts. The proposed MOU also incorporates the applicable site plans, covenants and restrictions, agreements, leases, operational plans and fee schedules as exhibits B through G.

A material change within Exhibit A, is the addition of the Low Country Celebration Park, which is expected to be completed in the coming year.

Background: The Town and Island Rec. have a long standing relationship which has been codified in a series of individual documents pertaining to Town owned properties developed as recreational and special event facilities and managed as such by the Association. Staff recommends that the MOU and Agreements be renewed for a five year term.

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF UNDERSTANDING
COUNTY OF BEAUFORT)

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2018, by and between the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the “Town”), and the Hilton Head Island Recreation Association, Inc., a South Carolina not-for-profit corporation (hereinafter referred to as the “Association”).

WHEREAS, the Town recognizes the need for providing for a recreational services and facilities throughout the Town; and

WHEREAS, the Town owns the Recreation Center, Shelter Cove Community Park, Jarvis Creek Park, Crossings Park, Bristol Sports Arena, Barker Field Extension, Green’s Shell Park, Chaplin Community Park and Tennis Courts, Rowing and Sailing Center at Squire Pope Community Park, Green Shell Park, Coligny Park, Low Country Celebration Park, and the Cordillo Tennis Courts, all located within the Town; and

WHEREAS, the Town of Hilton Head Island and the Hilton Head Island Recreation Association desire to enter into an agreement wherein the Association will manage and operate the Recreation Center, Shelter Cove Community Park, Jarvis Creek Park, Crossings Park, Bristol Sports Arena, Barker Field Extension, Chaplin Community Park and Tennis Courts, Rowing and Sailing Center at Squire Pope Community Park, Green Shell Park, Coligny Park, Low Country Celebration Park, and the Cordillo Tennis Courts.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Association, the parties hereto agree as follows:

1. **Governing Document.** It is the intent of the parties that this Memorandum of Understanding and the accompanying exhibits shall replace all previous documents entered into between the Town and the Association regarding the management and operation of the Recreation Center, Shelter Cove Community Park, Jarvis Creek Park, Crossings Park, Bristol Sports Arena, Barker Field Extension, and Chaplin Community Park and Tennis Courts, Rowing and Sailing Center at Squire Pope Community Park, Green’s Shell Park, Coligny Park, Low Country Celebration Park, and the Cordillo Tennis Courts.

Exhibit A. Agreement which shall govern the management and operation of Shelter Cove Community Park, Jarvis Creek Park, Crossings Park, Bristol Sports Arena, Barker Field Extension, Chaplin Community Park and Tennis Courts, Rowing and Sailing Center at Squire Pope Community Park, Green’s Shell Park, Coligny Park, Low Country Celebration Park, and the Cordillo Tennis Courts.

- Exhibit B.** Site Plans for Parks and Tennis Facilities.
- Exhibit C.** Covenants and Restrictions (Shelter Cove Park).
- Exhibit D.** Use and Assessments Agreement (Shelter Cove Park).
- Exhibit E.** Park Management Plan (Shelter Cove Park).
- Exhibit F.** Operation Plan for Tennis Courts.
- Exhibit G.** Fee Schedules for Parks and Tennis Courts.
- Exhibit H.** Lease with Beaufort County School District dated July 19, 2016.
- Exhibit I.** Memorandum of Understanding between Sandbox and Town of Hilton Head Island, with Conceptual Design Plan and Proposed Lease.
- Exhibit J.** Van Der Meer Agreement (Cordillo Tennis Courts).
- Exhibit K.** Sample Island Recreation Association Annual Metrics Report.

2. **General.**

a. The Town owns the Recreation Center, Shelter Cove Community Park, Jarvis Creek Park, Chaplin Community Park, Coligny Park, Low Country Celebration Park, and the Cordillo Parkway Tennis Courts. The Association shall manage and operate the Recreation Center, Shelter Cove Community Park, Jarvis Creek Park, Crossings Park, Bristol Sports Arena, Barker Field Extension, Chaplin Community Park and Tennis Courts, Rowing and Sailing Center at Squire Pope Community Park, Green Shell Park, Coligny Park, Low Country Celebration Park, and the Cordillo Tennis Courts. Personnel of the Association shall not be employees of the Town.

b. The Association shall coordinate a schedule of programs that utilizes all areas at the Recreation Center, above mentioned Parks and Tennis Courts and those School District recreational facilities made available to the Town by the lease, Exhibit H. Programs shall be offered for all age groups. Access to facilities at the Recreation Center, Parks, and Tennis Court facilities shall be without regard to race, creed, disability, color, sex or national origin.

3. **Maintenance.** The Association shall maintain all buildings, facilities and grounds at the Recreation Center in a clean, safe manner and in good repair, normal wear and tear excepted. Maintenance of the Shelter Cove Community Park, Coligny Park, Low Country Celebration Park, Green's Shell Park, Jarvis Creek Park, Rowing and Sailing Center, Chaplin Community Park athletic fields and tennis courts, and the Cordillo tennis courts shall be through the Facilities

Management Division of the Town. Maintenance of the Crossings Park, Bristol Sports Arena, Barker Field Extension, and Chaplin Community Park (except for the tennis courts) shall be through Beaufort County.

4. **Programming.**

- a. The Recreation Center, excluding the swimming pool, shall be open daily, except during annual maintenance and the following holidays: Christmas Eve, Christmas, New Years Day, Thanksgiving Day, Easter Sunday, Memorial Day, July 4th and Labor Day. Unless otherwise listed in the Agreement, hours of operation shall be as follows:

Monday through Friday	8:00 am-9:00 pm
Saturday	10:00 am-3:00 pm
Sunday	12:00 noon-4:00 pm

- b. The Parks shall be open the following hours:

Shelter Cove Community Park	8:00 a.m. - 10:00 p.m.;
Coligny Park	8:00 a.m. - 10:00 p.m.;
Low Country Celebration Park,	8:00 a.m. – 10:00 p.m.;
Green’s Shell Park	dawn - dusk;
Jarvis Creek Park	dawn - dusk;
Rowing and Sailing Center	dawn - dusk;
Chaplin Tennis Courts	7:00 a.m. - 10:00 p.m.;
Cordillo Tennis Courts	7:00 a.m. - sunset ;
Crossings Park	8:00 a.m. - 10:00 p.m.;
Bristol Sports Arena,	8:00 a.m. - 10:00 p.m.;
Barker Field Extension	8:00 a.m. - 10:00 p.m.; and
Chaplin Community Park.	8:00 a.m. - 10:00 p.m.

- c. The Association may schedule programs or have facility rentals that occur outside the normal operating hours.
- d. The Association shall be authorized to provide supervised instruction for various recreation activities as part of its regular programming, which will include instruction for surfing classes, Adventure Camp, and paddle board lessons that may occur at the beach. These instructional classes will not be considered to be commercial activity upon the beach. The Association shall be authorized to utilize a golf cart or gator to access the beach and carry the equipment to and from the instruction areas on the beach.

5. **Swimming Pool.**

- a. The swimming pool shall be open and staffed daily, except during inclement weather, periods of pool malfunction, installation and deflation of the Air Dome and the following holidays: Christmas Eve, Christmas Day, New Years

Day, Easter Sunday, and Thanksgiving Day. The hours of operation shall be as follows:

Monday through Friday	9:00 am-7:00 pm
Saturday & Sunday	12:00 noon-4:00 pm

(During weekends, the Association may schedule programs or have facility rentals that occur outside these normal operating hours.)

The Association may also open the swimming pool at such hours as it shall determine are needed for special events, or during such additional periods as it determines are warranted by weather and anticipated use.

- b. In accordance with paragraph 14 of the Lease, exhibit H, the swimming pool shall also be open during dates and times mutually agreed upon between the Association and the Beaufort County School District purposes of teaching swimming and for practices for swim meets for the Hilton Head Island High School swimming teams. Staffing during these dates and times will be by appropriately certified Board of Education and Association personnel.

6. **Operating Funds.**

- a. The Association shall submit an annual operating budget to the Town. The submission of this budget shall coincide with the Town's annual budget process. The Town Manager, or his designee, shall inform the Association of the procedures to be followed in regard to the budgeting process.
- b. The Association shall raise a minimum of fifty percent (50%) of its operating budget as shown on its operating account profit and loss statement from all sources other than the Town General Fund commitment for the annual operating budget of the Center. The Association shall also be authorized to charge reasonable user fees for programs and services provided by the Center, Parks and Tennis Court facilities. Such fees shall be designed to offset applicable personnel, administrative and operating expenses allocable to the program or service.
- c. Other entities, public or private, may contribute to the annual operating budget of the Association.
- d. It is understood by the Association that the Town will not provide operating funds for the facility on Cordillo Parkway now known as the Island Art Academy, during the term of the Association's lease agreement with the Art League or any other entity.

7. **Accounting Services.** The Town shall provide timely accounting, check writing, payroll, audit and income tax preparation services to the Association. These services shall include:

- a. a monthly and annual balance sheet and profit and loss statement;
- b. a monthly and annual general ledger of transactions;
- c. monthly reconciliation of bank statements;
- d. preparation of checks, including payroll checks and payroll tax payments, including filing of withholding, FICA and similar state and federal reports;
- e. all audit and audit review preparation services necessary to comply with Town requirements; and
- f. annual state and federal income tax submissions.

Accounting reports shall be in a format reasonably acceptable to the Association and the Town.

8. **Bank Accounts, Checks, and Payments.**

- a. Bank accounts shall be maintained in such institutions as the Association shall determine appropriate. Checks shall be prepared by the Town on the Association's check forms, normally based on a written request of the Association indicating the payee, account code and invoice or other appropriate reference data. Checks shall be signed by such person(s) as the Association shall determine.
- b. A separate checking account in an amount not to exceed Ten Thousand dollars (\$10,000.00), unless otherwise authorized in writing by the Town, shall be maintained by the Association to fund smaller ongoing cash needs. Checks drafted upon this account shall be prepared and signed by such person(s) as the Association shall determine. When the Association requests the Town to transfer additional funds to replenish this account the Association will provide to the Town adequate information regarding payees, account numbers, and invoice or reference data to permit the Association's accounting records to be maintained properly. The Association shall make requests for the Town to transfer additional funds to replenish this account on a not less than monthly basis.
- c. The Association shall provide to the Town schedules of pay rates of Association personnel, time sheets and other information requested by the Town for proper payroll records. Such personnel shall not be deemed employees or agents of the Town.

9. **Procurement and Purchasing.** Unless otherwise authorized in writing by the Town, the Association will adhere to procurement and purchasing procedures of the Town in its purchase of materials and services for the Recreation Center, Parks, and Tennis Courts. This shall not be interpreted to mean that the Town must execute or approve such purchases, however, unless otherwise agreed upon

between the parties. All such purchases shall be deemed direct transactions between the Association and the entity providing the materials or services.

10. **Miscellaneous.**

- a. The Association shall provide the Town with current copies of all insurance policies of the Association relating to the Recreation Center, Parks, and Tennis Courts within thirty (30) days of signing of the Agreement and copy the Town upon each renewal of said insurance policies.
- b. The Association shall provide the Town with copies of all insurance policies the Association requires Users to provide to the Association in accordance with the Agreements in Exhibits A, B, and C relating to the Recreation Center, Parks, and Tennis Courts within thirty (30) days of receiving of the copy of the policy.
- c. The Association shall remain a not-for-profit independent entity whose policies and procedures shall be determined by its Board of Directors.
- d. The Association shall provide the Town with an annual independent audit report or audit review report. An annual audit report shall be submitted no less than every third year.

11. **Notices.** All notices required under this Memorandum shall be deemed to have been given if in writing and (a) delivered personally or (b) mailed first class, postage prepaid, to the address of record set forth below, in which case delivery shall be deemed to have occurred two calendar days after the date of postmark. The address of record may be changed by written notice to the other party.

12. **Term.** The term of this Memorandum of Understanding shall be from the date of execution to September 30, 2023. Prior to September 30, 2023 the Memorandum of Understanding will be reviewed by the Town and the Association. Changes may be made only with the mutual consent of both parties.

13. **Termination.** In addition any other rights of termination set forth in this Memorandum, each party shall have the right to terminate this Memorandum, by written notice to the other party, if the other party is in default of any term or provision of this Memorandum, and the defaulting party fails to cure or correct such default within fourteen (14) days of notice thereof from the non-defaulting party. A party may elect to disregard a default for the period of time without waiving its right to declare a default at a subsequent time or upon reoccurrence of the default.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

WITNESSES:

**HILTON HEAD ISLAND RECREATION
ASSOCIATION, INC.**

By: _____

Attest: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____
David Bennett, Mayor

Attest: _____
Stephen G. Riley, ICMA-CM, Town Manager

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) AGREEMENT

This Agreement is made on this ___ Day of _____, 2018 by and between The Town of Hilton Head Island, South Carolina (hereinafter “Town”) and the Hilton Head Island Recreation Association, Inc. (hereinafter “Association”), A South Carolina not for profit corporation.

Know all men by these presents that for and in consideration of the sum of One and no/100 (\$1.00) Dollars, each to the other paid at and before the execution and delivery of these presents, and also the full and faithful performance and completion of the mutual undertakings and covenants set forth herein, the receipt and sufficiency whereof is acknowledged by the Parties hereto, the Town and the Association agree as follows:

ARTICLE 1 - DEFINITIONS

1.0 *Definitions:* Particular words and phrases used herein shall have the following meanings:

1.01 *Agreement:* When used herein, “Agreement” shall mean and refer to this Agreement between The Town of Hilton Head Island, South Carolina and The Hilton Head Island Recreation Association, Inc.

1.02 *Association:* When used herein, “Association” shall mean and refer to the Hilton Head Island Recreation Association, Inc.

1.03 *Barker Field Extension Park:* The existing park located on 160 Mitchelville Road, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial attached as Exhibit “B.1”; and which is owned by the Town of Hilton Head Island, South Carolina

1.04 *Bristol Sports Arena*: The existing park located on 4 Helmsman Way, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial thereof attached hereto as Exhibit “B.2”; and which is owned by the Town of Hilton Head Island, South Carolina

1.05 *Chaplin Community Park*: When used herein, “Chaplin Community Park” shall mean and refer to the existing park, fencing, and parking area located 5 Castnet Drive, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial thereof attached hereto as Exhibit “B.3”; and which is owned by the Town of Hilton Head Island, South Carolina.

1.06 *Chaplin Tennis Courts*: When used herein, “Chaplin Tennis Courts” shall mean and refer to the existing tennis courts, fencing, and parking area located on at the Chaplin Community Park, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial thereof attached hereto as Exhibit “B.4”; and which are owned by the Town of Hilton Head Island, South Carolina.

1.07 *Coligny Beach Park*: The Town park which is located on Pope Avenue, Hilton Head Island, South Carolina, adjacent to the Atlantic Ocean; and which is owned by the Town of Hilton Head Island, South Carolina.

1.08 *Cordillo Tennis Courts*: When used herein, “Cordillo Tennis Courts” shall mean and refer to the existing tennis courts, fencing, and parking area located on Cordillo Parkway, Hilton Head Island, South Carolina, and which is shown and described on the Pictorial thereof attached hereto as Exhibit “B.5”; and which are owned by the Town of Hilton Head Island, South Carolina.

1.09 *Covenants and Restrictions*: The Declaration of Covenants and Restrictions (Shelter Cove Park) recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 342 at Page 1726, a copy of which is attached hereto as Exhibit C.

1.10 *Crossings Park*: The existing park located on 6 Haig Point Circle, Hilton Head Island, South

Carolina, and which is shown and described on the Pictorial thereof attached hereto as Exhibit “B.6”;
and which is owned by the Town of Hilton Head Island, South Carolina.

1.11 *Daily Maintenance*: When used herein, “Daily Maintenance” shall mean daily cleanup of trash, refuse, windblown sand, dirt leaves, sticks or branches, correction of loose nets or windscreens, and reporting of inoperable equipment or unsafe conditions at the Parks or at Chaplin Tennis Courts and Cordillo Tennis Courts.

1.12 *Green’s Shell Park*: The existing park located at 99 Squire Pope Road, Hilton Head Island, South Carolina, and which is shown and described on the Plat thereof attached hereto as Exhibit “B.7”; and which is owned by the Town of Hilton Head Island, South Carolina.

1.13 *Jarvis Creek Park*: The existing park located on 50 Jarvis Park Road, Hilton Head Island, South Carolina, and which is shown and described on the Plat thereof attached hereto as Exhibit “B.8”; and which is owned by the Town of Hilton Head Island, South Carolina.

1.14 *Low Country Celebration Park*: The park which is to be constructed at 80 Pope Avenue, Hilton Head Island, South Carolina, and which is shown and described in the design plans listed in Exhibit “B.9”; and which is owned by the Town of Hilton Head Island, South Carolina.

1.15 *Operational Plan*: When used herein, “Operational Plan” shall mean and refer to the plan for the operation of the Chaplin Tennis Courts and the Cordillo Tennis Courts other than Daily Maintenance required by this Agreement and which is attached hereto as Exhibit “F”.

1.16 *Recreation Center*: The recreational facilities located at 20 Wilborn Road, Hilton Head Island, South Carolina and which is shown and described in the design plans listed in Exhibit “B.10”; and which is owned by the Town of Hilton Head Island, South Carolina..

1.17 *Repairs and Maintenance*: When used herein, “Repairs and Maintenance” shall mean and refer to all repairs and maintenance to the Parks or Chaplin Tennis Courts and the Cordillo Tennis

Courts other than daily maintenance.

1.18 *Rowing and Sailing Center at Squire Pope Community Park:* The existing park located at 133 Squire Pope Road, Hilton Head Island, South Carolina, and which is shown and described on the Plat thereof attached hereto as Exhibit “B.11”; and which is owned by the Town of Hilton Head Island, South Carolina.

1.19 *Shelter Cove Community Park:* The existing park located on Shelter Cove Lane, Hilton Head Island, South Carolina, and which is shown and described on the Plat thereof attached hereto as Exhibit “B.12” and which is owned by the Town of Hilton Head Island, South Carolina.

1.20 *Town:* The Town of Hilton Head Island, South Carolina.

1.21 *Town Council:* The Town Council of the Town of Hilton Head Island, South Carolina.

1.22 *Use and Assessment Agreement:* The Agreement Concerning Use and Assessments dated February 2, 1999, a copy of which is attached hereto as Exhibit D.

1.23 *User Fees:* Fees to be charged to users of the Park and Tennis Courts. User Fees shall be collected in order to defray the cost of set up, clean up and supervision of events at the Parks and Tennis Courts. User Fees shall be deemed to include deposits to cover expenses related to cleanup of the site and the like, which deposits may be held or refunded, depending upon compliance with the users of the Parks and Tennis Courts with the terms and conditions of the deposit. A copy of the Fee Schedules are attached hereto as Exhibit “G.”

1.24 *Van der Meer Agreement:* When used herein, “Van der Meer Agreement” shall mean and refer to the Agreement by and between Dennis Van der Meer and the Sea Cabin Corporation, and their successors and assigns, to include the Town and the Association, a copy of which is attached hereto as Exhibit “J”.

ARTICLE 2 - OPERATION OF THE PARKS AND TENNIS COURTS

2.0 *Operation of Parks and Tennis Courts:* The Parks and Tennis Courts shall be operated in accordance with the terms and conditions of this Agreement.

2.01 *Association to Operate:* The Association shall have the obligation for the operation of the Parks and Tennis Courts as set forth herein.

2.02 *General Provisions:* The following general provisions shall apply to the operation of the Parks:

(a) *Hours of Operation:*

(1) The hours of the operation of the Shelter Cove Community Park shall be between 8:00 A. M. and 10:00 P. M.

(2) The hours of the operation of Jarvis Creek Park shall be from dawn to dusk.

(3) The hours of the operation of the Crossings Park shall be between 8:00 A. M. and 10:00 P. M.

(4) The hours of the operation of the Chaplin Community Park shall be between 8:00 A. M. and 10:00 P.M.

(5) The hours of the operation of the Barker Field Extension Park shall be between 8:00 A.M. and 10:00 P.M.

(6) The hours of the operation of the Chaplin Tennis Courts shall be between 7:00 A.M. and 10:00 P.M.

(7) The hours of the operation of the Cordillo Tennis Courts shall be between 7:00 A. M. and sunset.

(8) The hours of the operation of the Rowing and Sailing Center shall be between 7:00 A. M. and sunset.

(9) The hours of the operation of Green's Shell Park shall be between dawn and dusk.

(10) The hours of the operation of Coligny Park shall be between 8:00 A. M. and 10:00 P.M.

(11) The hours of the operation of Bristol Sports Arena shall be between 8:00 A.M. - 10:00 P.M.

(12) The hours of the operation of Low Country Celebration Park shall be between 8:00 A.M. - 10:00 P.M.

(b) *Town Ordinances:* The Association shall operate the Parks and Tennis Courts in a manner that complies with all applicable Town Ordinances.

(c) *Covenants and Restrictions:* The Association shall operate the Shelter Cove Community Park and the Cordillo Tennis Courts in a manner that complies with the Covenants and Restrictions.

(d) *Use and Assessment Agreement:* The Association shall operate the Shelter Cove Community Park in a manner that complies with the Use and Assessment Agreement.

(e) *Other Agreements:* The Association shall operate the Jarvis Creek Park, Coligny Park, Low Country Celebration Park, and Shelter Cove Community Park in a manner that complies with any subsequent agreements between the Town and other property owners in the vicinity of the Jarvis Creek Park, Coligny Park, Low Country Celebration Park, and Shelter Cove Community Park. Such agreements, if any, shall be appended to this Agreement by an appropriate amendment hereto.

2.03 *Scheduling of Events and Programs:* The Association shall be responsible for the scheduling of all events and programs at the Parks and Tennis Courts covered by this agreement.

2.04 *Rules and Regulations:* The Association shall promulgate rules and regulations relating to the use of the Parks and Tennis Courts for events and programs, which rules and regulations shall cover, at a minimum:

- (a) Inspection of the Parks and Tennis Courts prior to any event or program to determine the existence of any unsafe conditions, or the need for any repairs or maintenance to the Parks and Tennis Courts or the structures and buildings thereon;
- (b) Parking for the event or program;
- (c) Responsibility for any required set up for the event or program;
- (d) Responsibility for tear down for the event or program;
- (e) Litter control during the event or program;
- (f) Provision of sanitary facilities for the event or program, to include temporary restroom facilities at Cordillo Tennis Courts during tennis tournaments;
- (g) Clean-up of the facilities of the Jarvis Creek Park, Coligny Park, Low Country Celebration Park, Green's Shell Park, and Shelter Cove Community Park shall be completed by the end of the first business day following the conclusion of any special event or program. Liquidated damages in the amount of the required deposit for the special event shall be charged to the event sponsor and paid to the Town for each day the cleanup of the facilities has not been completed, unless permission has been granted by the Town to extend the clean-up period;
- (h) Police, security and EMS coverage for the event or program; and
- (i) Insurance requirements for the event or program.

2.05 *Operational Plan:* The Association shall develop and plan for the operation of the Chaplin Community Park Tennis Courts and Cordillo Tennis Courts. The Cordillo Tennis Courts plan shall

conform to the requirements of this Agreement and the Van der Meer Agreement. The Operational Plan shall show, at a minimum:

- (a) The hours of operation of the Chaplin Tennis Courts and Cordillo Tennis Courts;
- (b) The method for scheduling of play at the Chaplin Tennis Courts and Cordillo Tennis Courts;
- (c) The method for awarding court time for the scheduling of multiday tennis tournament for tournaments which have multiple sponsor interest shall be by Request for Proposals (RFP), with a minimum of three committee members making the selection. The membership of the committee shall be one Island Recreation employee and two Town staff employees appointed by the Town Manager, or his designee. The RFP shall at a minimum require a fee for court usage, an on-site representative during all tournament play, insurance, demonstrated ability to manage similar events, ability to provide for the health, safety, and welfare of players and spectators, and the provision of temporary restroom facilities for tournament play at the Cordillo Tennis Courts.
- (d) The permitted activities;
- (e) The plan for Daily Maintenance;
- (f) The plan for safety inspections;
- (g) The security and safety protocols;
- (h) The staffing; and
- (i) Any other matters material to the operation of the Chaplin Tennis Courts and Cordillo Tennis Courts.

2.06 Approval of Rules and Regulations and Operational Plan: Prior to implementing the Rules and Regulations, the Association shall submit the proposed Rules and Regulations to the

Town Council for its approval. Any proposed change to the approved Rules and Regulations shall be submitted to the Town Council for its approval.

2.07 *Approval of Operational Plan:* Prior to implementing the Operational Plan, the Association shall submit the proposed Operational Plan to the Town Council for its approval. Any proposed change to the approved Operational Plan shall be submitted to the Town Council for its approval.

2.08 *Event Staffing:* The Association shall provide sufficient staff and personnel to supervise the set up of events, programs, parking during events or programs, litter control during and after events or programs, sanitizing of facilities, and clean up of the Parks and Tennis Courts at the conclusion of any event or program.

2.09 *Inspections:* The Association shall conduct regular inspections of the Parks and Tennis Courts to determine the existence of any unsafe conditions, the need for any repairs or maintenance or the need for cleaning of the Parks and Tennis Courts. Such inspections shall be on a schedule to be determined by the Association, but in no instance less than once per month. The Association shall notify the Town Facilities Management Manager after each inspection of the condition of the property.

2.10 *Utilities and Other Services:* The Association shall, at its expense, arrange for the provision of utilities or other services for the Cordillo Tennis Courts, including, but not limited to, water and electricity. Utilities at the Chaplin Tennis Courts will be provided through Beaufort County Division of Parks and Leisure Services.

2.11 *Ownership of Town Property:* The Parks, Chaplin Tennis Courts, and Cordillo Tennis Courts shall remain the property of the Town. Other than as is expressly set forth herein, the Association shall have no proprietary interest in the Parks, Chaplin Tennis Courts, or Cordillo Tennis Courts.

ARTICLE 3 - USER FEES

3.0 *User Fees:* The Association shall be entitled to charge reasonable user fees for programs and services provided by the Center. Such fees shall be designed to offset applicable personnel, administrative and operating expenses allocable to the program or service. Additionally, the Association shall be entitled to charge reasonable user fees for the use of the Parks and Tennis Courts to defray the cost of event set up, event cleanup and supervision of the Parks and Tennis courts during events.

3.01 *Schedule of Fees:* Prior to charging any User Fees for the use of the Parks and Tennis Courts, the Association shall prepare a schedule of such fees and present the same to the Town for approval by the Town Council. Any changes to the approved schedule of fees shall be submitted to the Town Council for its approval prior to implementation.

ARTICLE 4 - INSURANCE AND INDEMNITY

4.0 *Insurance:* The Association shall provide insurance covering its operation of the Parks and Tennis Courts as follows herein.

4.01 *Public Liability Insurance:* The Association shall obtain and maintain in full force during the term of this Agreement, comprehensive general public liability insurance, including liability associated with serving alcoholic beverages, with minimum bodily injury, death and property damage limits, per occurrence, of ONE MILLION (\$1,000,000.00) DOLLARS insuring against any and all liability of the Association with respect to its operation of the Parks and Tennis Courts and all of the improvements, structures and buildings at the Parks and Tennis Courts. In addition to all other coverages, such insurance policy or policies shall specifically insure the performance by the Association of the hold harmless and indemnity provisions of this Agreement.

4.02 *Policy Form:* All policies of insurance provided for herein shall be issued by insurance companies with general policyholders rating not less than A, and a financial rating of AAA as rated in the most current available Best's Insurance Reports, and qualified to do business in the State of South Carolina, and shall be issued in the names of the Association, the Town and such other persons or firms as the Town specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of the Town, the Association and others hereinabove mentioned, and executed copies of such policies of insurance or certificates thereof shall be delivered to the Town within ten (10) days after the execution and delivery of this Agreement. All public liability policies shall contain a provision that the Town, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of the Association. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by the Association in like manner and to like extent. All policies of insurance delivered to the Town must contain a provision that the company writing said policy will give to the Town twenty (20) days notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which the Town may carry.

4.03 *Indemnification and Hold Harmless:* The Association shall indemnify and hold the Town harmless from any claims for loss, damage or liability, including attorneys fees and costs incurred by the Town in responding to or defending any such claim, arising out of or on account of any injury, death or damage to any person, or to the property of any person, arising from or in any manner relating to the operation of the Parks and Tennis Courts by the Association, or arising from any act or omission of the Association with respect to the exercise of the Associations

rights hereunder.

4.04 *Insurance, Indemnification and Hold Harmless by Certain Users:* The Association shall require applicants that are using the facility for either a business purpose or for a purpose in which they are charging a fee to provide proof of insurance covering the use at the facility and naming the Town and the Association as a named insured. Said policy shall indemnify and hold the Association and the Town harmless from any claims for loss, damage or liability, including attorney's fees and costs incurred by the Association or Town in responding to or defending any claim, arising out of or on account of any injury, death or damage to any person, or to the property of any person, arising from or in any manner relating to the use or activity by the Users of the Parks and Tennis Courts, or arising from any act or omission of the User with respect to the exercise of the said activity of the User.

ARTICLE 5 - MAINTENANCE

5.0 *Maintenance of the Parks and Tennis Courts:* Maintenance of the Parks and Tennis Courts shall be as provided herein.

5.01 *Town to Maintain:* Maintenance of the Jarvis Creek Park, Shelter Cove Community Park, Green's Shell Park, Coligny Park, Low Country Celebration Park, Rowing and Sailing Center, and Chaplin Community Park Athletic Fields and Tennis Courts, and Cordillo Tennis Courts shall be through the Facilities Management Division of the Town.

5.02 *County to Maintain:* Maintenance of the Chaplin Community Park, Bristol Sports Arena, Barker Field Extension Park, and Crossings Park, shall be through Beaufort County.

5.03 *Town to Maintain:* The Town shall be solely responsible for the Daily Maintenance of the Chaplin Tennis Courts and the Cordillo Tennis Courts.

5.04 *Inspections:* The Town shall conduct daily inspections of the Parks and the Chaplin Tennis Courts and Cordillo Tennis Courts to determine the existence of any unsafe conditions,

the need for any daily maintenance or the need for repairs and maintenance to the Chaplin Tennis Courts and Cordillo Tennis Courts. The Association shall conduct inspections a minimum of one time per month to determine the existence of any unsafe conditions, the need for any daily maintenance or the need for repairs and maintenance to the Chaplin Tennis Courts and Cordillo Tennis Courts. The Association shall provide appropriate on-site information to allow users of the Chaplin Community Park Athletic Fields and Tennis Courts and the Cordillo Tennis Courts to report any unsafe conditions at the Chaplin Tennis Courts and Cordillo Tennis Courts.

5.05 Notification: Should the Association become aware of the need for repairs or maintenance to the grounds or any structure, equipment or building at the Jarvis Creek Park, Coligny Park, Low Country Celebration Park, Green's Shell Park, Rowing and Sailing Center, Shelter Cove Community Park, or Tennis Courts the Association shall immediately take steps to secure any unsafe condition requiring repair or maintenance, and immediately notify the Town in writing of the condition requiring repair or maintenance. Should the Association become aware of the need for repairs or maintenance to the grounds or any structure, equipment or building at the Chaplin Community Park, Bristol Sports Arena, Barker Field Extension Park, and Crossings Park the Association shall immediately take steps to secure any unsafe condition requiring repair or maintenance, and immediately notify the County and Town in writing of the condition requiring repair or maintenance.

5.06 Town's Obligation: Upon receiving notification of the existence of any unsafe condition at the Jarvis Creek Park, Coligny Park, Low Country Celebration Park, Green's Shell Park, Rowing and Sailing Center, Shelter Cove Community Park, Chaplin Community Park and Tennis Courts, or the Cordillo Tennis Courts, or the need for any repairs and maintenance, the Town shall take such steps as are necessary to correct the correct the same. In the event that the need for repairs and maintenance is due to neglect, or abuse during a special event, then the Island Recreation Association

shall be responsible for all repairs and maintenance costs. The Island Recreation Association shall be permitted to charge the event sponsor for the repair or maintenance costs associated with any damage caused during an event.

ARTICLE 6 – REVIEW OF ASSOCIATION SERVICES

6.0 Review of Services: The Town and the Association acknowledge that the National Park and Recreation Association (NRPA) is the leader in providing data, best practices and information regarding community parks and recreation facilities and programs. The Association will provide the Finance and Administration Committee information annually from the NRPA regarding comparison data from communities with population between 35,000 to 40,000 residents. The documentation will have an overall agency summary, responsibilities, facilities, and activities for use in comparison with the Association’s services.

6.01 Certification: The Association shall have its Executive Director certified by the NRPA as a Park and Recreation Professional.

6.02 Reports to Finance & Administration Committee: The Association shall provide the Finance and Administration Committee a report similar to exhibit K at its first meeting in February which covers the previous calendar year with certain metrics and reports such as:

Number of programs provided in Athletics, Aquatics, Seniors, Youth, and Teens

Number of community events

Scholarships numbers

Number of volunteers and hours

List of collaborative efforts with other community organizations

Evaluation of individual programs

Community Event Surveys taken by USCB or similar provider

Results of an annual community survey of services

It is understood and acknowledged that such metrics and reports may change from time to time based upon best practices and additional information requested by the Town Council or the Finance & Administrative Committee.

ARTICLE 7 – TERM

7.0 *Initial Term:* This Agreement shall have a term of five (5) years.

7.01 *Renewal:* This Agreement shall be reviewed by the Town Council on or before September 30, 2023. This Agreement may be renewed at that time upon such terms and conditions as the Parties may agree.

ARTICLE 8 - DEFAULT

8.0 *Default:* Default under this Agreement shall be as set forth below.

8.01 *Events of Default:* The following shall be events of default under this Agreement:

- (a) The failure of the Association to comply with the terms of this Agreement and the Van der Meer Agreement;
- (b) Violation of any Federal, State or local law, ordinance or regulation by the Association in its operation of the Jarvis Creek Park or Shelter Cove Community Park;
- (c) The dissolution or termination of the Association; and
- (d) The cancellation of any policy of insurance required to be maintained under Article 4 hereof.

8.02 *Notice of Default:* Upon the occurrence of any event of default, the Town shall give the Association written notice of the Default.

8.03 *Right to Cure:* The written notice of default described in Article 7.02 above shall provide that the Association has a period of fourteen (14) days to cure the default.

8.04 *Termination of Agreement:* Whenever any Event of Default described in Article 8.01 of

this Agreement shall have happened and continue for a period of fourteen (14) days after delivery of written notice from the Town to the Association, the Town shall have the right to terminate this Agreement. Termination of this Agreement under this Article 8 shall not relieve the Association of the obligation to maintain any existing insurance as required under Article 4 for the full term thereof.

ARTICLE 9 - MISCELLANEOUS

9.0 *Miscellaneous:* The following shall apply to this Agreement.

9.01 *No Assignment:* This Agreement and the rights and obligations under it may not be assigned by the Association.

9.02 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of both parties hereto.

9.03 *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9.04 *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9.05 *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

9.06 *Captions:* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

9.07 *Recording:* The parties hereto may not record this Agreement, or a short form Memorandum thereof, in the R. M. C. Office for Beaufort County, South Carolina.

9.08 *Plural/Singular:* Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

9.09 *No Third Party Beneficiaries:* The Parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

9.10 *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other place as may be designated in writing by the parties:

To the Town: THE TOWN OF HILTON HEAD ISLAND
Stephen G. Riley, ICMA-CM, Town Manager
One Town Center Court
Hilton Head Island, SC 29928

To the Association: HILTON HEAD ISLAND RECREATION ASSOCIATION, INC.
Mr. Frank Soule
Post Office Box 22593
Hilton Head Island, SC 29928

9.11 *Attorney's Fees and Costs:* If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, or default in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover its reasonable attorney's fees and any costs incurred as a result of any such dispute, whether incurred before the institution of suit or after the commencement of suit, including appellate proceedings, in addition to any other relief to which the prevailing party is entitled.

In Witness whereof, the parties hereto, by and through their duly authorized officials,
have set their hands and seals this _____ Day of _____, 2018.

WITNESSES:

**HILTON HEAD ISLAND RECREATION
ASSOCIATION, INC.**

By: _____

Attest: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____
David Bennett, Mayor

Attest: _____
Stephen G. Riley, ICMA-CM, Town Manager

EXHIBIT LIST

A. Memorandum of Agreement

B. Park Site Plans

1. Barker Field Extension
2. Bristol Sports Arena
3. Chaplin Community Park.
4. Chaplin Community Tennis Courts
5. Cordillo Tennis Courts
6. Crossings Park
7. Green's Shell Park
8. Jarvis Creek Park
9. Low Country Celebration Park
10. Recreation Center
11. Rowing and Sailing Center
12. Shelter Cove Community Park

C. Declarations of Covenants Shelter Cove Park

D. Use and Assessments Agreement Shelter Cove Park

E. Shelter Cove Park Management Plan

F. Operation Plan Chaplin and Cordillo Tennis Courts

G. Fee Schedules, Policies & Procedures, Request Forms

1. Shelter Cove Community Park & Low Country Celebration Park
2. Jarvis Creek Park & Rowing and Sailing Center
3. Chaplin Community Park, Bristol Sports Arena, Crossings Park, Barker Field Extension, Green's Shell Park
4. Chaplin Community Park Tennis Courts, Cordillo Tennis Courts
5. Low Country Celebration Park

H. Lease Agreement Island Recreation, Town of Hilton Head Island, and Beaufort County School District

I. MOU Between Sand box and Town of Hilton Head Island

J. Vandermeer Agreement Cordillo Tennis Courts

K. Sample Island Recreation Annual Metrics Report